

Form – Security for Performance – Improvement Bond

Amount \$ \_\_\_\_\_

Bond No. \_\_\_\_\_

IMPROVEMENT BOND  
(Security for Performance)

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ (developer) as Principal, and \_\_\_\_\_, a corporation (bond company and surety), duly authorized to do surety business in the State of Washington, as Surety, are jointly and severally held and bound unto the CITY OF MARYSVILLE in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above named Principal is obligated to the CITY to complete improvements as next set out by the deadline stated:

Description of Improvements:

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Deadline for Completion:

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For that certain project known as \_\_\_\_\_;

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said obligation(s) (the “work”) by the deadline stated or any extension of said term that may be granted by the City, with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect jointly and severally as to principal and surety.

In the event that the principal does not complete the work by the deadline to City standards, then the Surety shall within thirty days of demand from the City make a written commitment to the City that it will either:

(a) Remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City, or

(b) Tender to the City within an additional fifteen (15) days the amount necessary, as determined in good faith by the City, for the City to remedy the default, up to the total

amount of this Bond. Said estimate shall include reasonable City administrative overhead costs, legal costs and attorney's fees.

Upon completion of the duties of the Surety under either of the options above, the surety shall then have fulfilled its obligations under this Bond, except that if option (b) above is elected by the Surety, and the City's actual costs exceed the estimate, Surety shall pay the City such excess up to the maximum amount of this Bond. Under option (b) City shall notify the surety of the actual cost of the remedy. In the event the City's estimate exceeded the City's actual costs (including administrative overhead costs, legal costs and attorney's fees) the City shall return such excess to the Surety without interest.

This bond and security for performance also shall extend to and secure all of the City's administrative overhead costs and all legal costs and reasonable attorneys fees incurred by City in seeking and securing performance by the principal, the surety and any other obligated party to the maximum value or penal sum of this bond.

In the event of any ambiguity concerning the obligation herein, this Bond and Security for performance shall be construed, interpreted and enforced in accordance with the intent and the provisions of Chapter 22G.040 Marysville Municipal Code.

IN WITNESS WHEREOF, the signature of the said Principal and the corporate seal and the name of the Surety is hereto affixed binding them to this obligation this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PRINCIPAL

SURETY:

\_\_\_\_\_

\_\_\_\_\_